

# Agenda Item Form

Agenda Date: 4/6/2004

Districts Affected: 3

Dept. Head/Contact Information: Dr. R. William Torgerson, Parks & Recreation

CITY CLERK DEPARTMENT  
2001 APR 30 PM 3 24

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: User Fee

## Legal:

☒ Legal Review Required  
Denied

Attorney Assigned (please scroll down): Lupe Cuellar

☒ Approved ☐

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: \_\_\_\_\_

## Why is this item necessary:

To provide Ballet Folklorico classes to be held at the at the San Juan Recreation Center.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Contract is for performance services. Maintenance and operating expenditures are nil. Service costs will be covered by enrollment fees from class participants.

## Statutory or Citizen Concerns:

Citizen requests for this class have been met

## Departmental Concerns:

Approval of Independent Contractor contract will enable Parks Department to meet its mission, objectives and function.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

#### **SAN JUAN RECREATION CENTER**

**DEPARTMENT ID: 51510123, ACCOUNT 502214**

1. CONTRACTOR: Vanessa Amos, Ballet Folklorico Instructor  
DATES: April 7, 2004 through August 31, 2004  
RATE PER CL: \$15.00  
MAXIMUM AMT: \$1185.00  
CONTRACT: **2003/2004-117**

**APPROVED** this 6<sup>th</sup> day of April, 2004.

**THE CITY OF EL PASO**

#### **ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

\_\_\_\_\_  
Joe Wardy  
Mayor

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

#### **APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Dr. R. William Torgerson, Acting Director  
Parks & Recreation Department

STATE OF TEXAS )

COUNTY OF EL PASO )



**INDEPENDENT CONTRACT FOR  
PERSONAL SERVICES  
PARKS AND RECREATION**

DEPARTMENT ID: 5150123  
CLASS: 51061  
FUND: 16313  
PROJECT: PS00213  
SPEED CHART: P00191  
ACCOUNT: 502214  
CONTRACT NO: 2003/2004-117

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Vanessa Amos, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

2. **TIME OF PERFORMANCE** The services of Contractor are to be performed beginning April 7, 2004 and be completed by August 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid a total fee not to exceed a maximum of \$1,185.00. The fee shall be paid at a rate of \$15.00 per class game for a maximum of 79 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



CONTRACT NO:

**8. NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: Vanessa Amos  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_

**9. TERMINATION** Either party may terminate this contract without cause after 10 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon notification to the contractor of the cause for termination.

**10. NO INSURANCE PROVIDED** Contractor specifically acknowledges that, in his/her capacity as an independent contractor, he/she has not been provided with Worker's Compensation Insurance or other insurance coverage regularly covered by the City of El Paso Parks and Recreation Department to its regular employees; and that he/she will secure similar coverage so as to protect his/her interest in the event of any personal injuries or damages of any kind.

**11. COSTS AND EQUIPMENT** Contractor understands that he/she is responsible for all overhead, travel, equipment and support costs incurred in performing the contracted services. Contractor also agrees that he/she will be responsible for supplying all equipment and instrumentalities necessary to carry out the services to be provided.

**12. CONTINGENCY** This agreement is contingent upon paid registration for the program of a minimum of 8 participants, and a maximum of 25 participants. In the event that the minimum number of participants is not reached, this agreement shall be null and void.

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

Vanessa Amos  
**APPROVED AS TO CONTENT:**  
\_\_\_\_\_  
Parks & Recreation Director  
\_\_\_\_\_  
Program Coordinator  
\_\_\_\_\_  
Superintendent  
\_\_\_\_\_  
Administrative Analyst

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney